



STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: 201700127

Laboratory Equipment & Supplies

Date of Issue: May 10, 2017

Bids Opening Date: May 31, 2017

At 2:00 PM ET

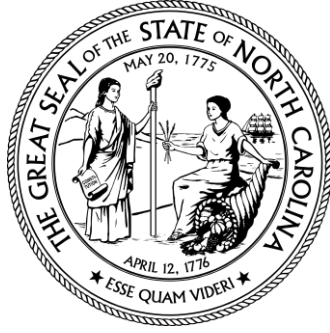
Direct all inquiries concerning this IFB to:

Grant F. Braley

Category Manager

Email: grant.braley@doa.nc.gov

Phone: (919) 807-4519



STATE OF NORTH CAROLINA

Invitation for Bid

201700127


For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

 STATE OF NORTH CAROLINA Division of Purchase and Contract	
Refer <u>ALL</u> Inquiries regarding this IFB to: Grant F. Braley Category Manager Email: grant.braley@doa.nc.gov Phone: (919) 807-4519	Invitation for Bid #: 201700127
	Bids will be publicly opened: May 31, 2017
	Contract Type: Statewide Term Contract (STC 493A)
	Commodity No. & Description: 493-00 Laboratory Equipment & Accessories
	Using Agency: *** PURCHASE AND CONTRACT ***

EXECUTION

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of the Division of Purchase and Contract).

Table of Contents

1.0 PURPOSE AND BACKGROUND.....	4
1.1 OVERVIEW	4
2.0 GENERAL INFORMATION.....	4
2.1 INVITATION FOR BID DOCUMENT	4
2.2 E-PROCUREMENT SOLICITATION.....	4
2.3 IFB SCHEDULE	4
2.4 BID QUESTIONS	5
2.5 BID SUBMITTAL	5
2.6 BID CONTENTS.....	6
2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	7
2.8 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS	8
3.0 METHOD OF AWARD AND BID EVALUATION PROCESS.....	9
3.1 METHOD OF AWARD.....	9
3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION....	9
3.3 BID EVALUATION PROCESS	10
3.4 PERFORMANCE OUTSIDE THE UNITED STATES.....	10
3.5 INTERPRETATION OF TERMS AND PHRASES	11
4.0 REQUIREMENTS.....	12
4.1 CONTRACT TERM	12
4.2 CONTRACT VALUE & QUANTITIES.....	12
4.3 PRICING.....	12
4.4 MINIMUM ORDERS	12
4.5 TRANSPORTATION AND IDENTIFICATION OF GOODS	12
4.6 DELIVERY	13
4.7 ON-TIME DELIVERY RATE	14
4.8 EQUIPMENT INSTALLATION	15
4.9 EQUIPMENT DEMONSTRATION	15
4.10 vendor's Published Catalog & LiSTS	15
4.11 PRODUCT RECALL.....	16
4.12 RETURN/Restocking POLICY	16
4.13 WARRANTY	16
4.14 MAINTENANCE OPTION.....	17
4.15 REFERENCES	18
4.16 FINANCIAL STABILITY.....	18
5.0 PRODUCT SPECIFICATIONS	19
5.1 GENERAL SPECIFICATIONS	19
5.2 SUITABILITY FOR INTENDED USE	22

5.3	DEVIATIONS	22
5.4	SAMPLES.....	22
5.5	LAWS AND REGULATIONS	22
5.6	QUALITY ACCEPTANCE INSPECTION	23
5.7	SERVICE UPON DELIVERY	23
5.8	INSTRUCTION MANUALS	23
5.9	TRAINING	23
5.10	PRODUCT SAFETY LISTING.....	23
5.11	AUTHORIZED RESELLER/DEALER/DISTRIBUTOR	24
5.12	SAFETY STANDARDS	24
5.13	SUSTAINABILITY	24
6.0	CONTRACT ADMINISTRATION	25
6.1	ACCOUNT MANAGER AND CUSTOMER SERVICE	25
6.2	HAZARDOUS SUBSTANCE AND/OR OIL SPILLS.....	25
6.3	PACKING SLIPS	25
6.4	INVOICES	26
6.5	ORDER CHANNEL AND PAYMENT METHOD	26
6.6	TAXES.....	26
6.7	CONTRACT CHANGES.....	26
6.8	PRICE ADJUSTMENTS.....	26
6.9	POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS	27
6.10	SALES PROMOTIONS	27
6.11	PERIODIC MANAGEMENT REVIEW MEETINGS	27
6.12	CONTINUOUS IMPROVEMENT	27
6.13	PUNCHOUT Catalog Solutions.....	27
6.14	QUARTERLY REPORTS	29
	ATTACHMENT A: INSTRUCTIONS TO VENDORS.....	30
	ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS.....	33
	ATTACHMENT C: PRICING SUBMITTAL WORKBOOK.....	37
	ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR	38
	ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION	39
	ATTACHMENT F: IRAN DIVESTMENT ACT CERTIFICATION.....	40
	ATTACHMENT G: SUPPLIER INFORMATION	41
	ATTACHMENT H: SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS AND CONDITIONS	42

1.0 PURPOSE AND BACKGROUND

1.1 OVERVIEW

The State through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking Vendors for a Statewide Term Contract to supply the State's requirements for **Laboratory Supplies & Equipment including Biological Materials and Chemicals** throughout the State of North Carolina. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors who will offer a savings to the State and who confirm, through Vendors' submission of bids, an ability to meet the State's needs.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph #18 of Attachment B: North Carolina General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	May 10, 2017
Submit Written Questions	Vendor	May 19, 2017 – 5:00 PM ET
Provide Response to Questions	State	May 24, 2017 – 5:00 PM ET
Submit Bids	Vendor	May 31, 2017 – 2:00 PM ET
Contract Award	State	June 12, 2017
Contract Effective Date	State	July 15, 2017

2.4 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to grant.braley@doa.nc.gov by the date and time specified above. Vendors should enter “**IFB # 201700127: Questions**” as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<i>BID NO. 201700127</i> NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT ATTN: GRANT F. BRALEY 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	<i>BID NO. 201700127</i> NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT ATTN: GRANT F. BRALEY 116 WEST JONES STREET Room 4062 4th Floor RALEIGH NC 27603-8002

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each Bid when received, and any Bid received after the Bid submission deadline **will be rejected**. Sealed Bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, US Postal Service, courier or other delivery service is entirely on the Vendor. Note that the US Postal Service generally does not deliver mail to the street address above, but to the State's Mail Service Center. Vendors are cautioned that Bids sent via US Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the Bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a Bid. Attempts to submit a Bid by facsimile (FAX) transmission, telephone or electronic means, including but not limited to e-mail, in response to this IFB shall NOT be accepted.

Submit **one (1) signed, original executed** bid response, **one (1)** un-redacted electronic copy on CD, DVD or flash drive and **one (1)** redacted electronic (Proprietary and Confidential Information Excluded) copy on CD, DVD or flash drive of its Bid to the address identified in the table in this Section. Include only Bids in response to this IFB in a sealed package. Address package and insert Bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, Bid number and date and time of opening. If Vendor is submitting more than one Bid, each Bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed Bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Invitation for Bids will **not** be accepted. The time of delivery will be marked on each bid when received, and any bid received after the submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the Bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.6 BID CONTENTS

For each Vendor's Bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor IFB responses shall include the following items and those attachments should be arranged in the following order:

- a. Title Page: Include company name, address, phone number & authorized representative along with the Bid Number.
- b. Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB
- c. ATTACHMENT A: INSTRUCTIONS TO VENDORS
- d. ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e. Completed version of ATTACHMENT C: PRICING SUBMITTAL WORKBOOK
- f. Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g. Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h. Complete and signed version of ATTACHMENT F: IRAN DIVESTMENT ACT CERTIFICATION
- i. Complete and signed version of ATTACHMENT G: SUPPLIER INFORMATION
- j. ATTACHMENT H: SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS AND CONDITIONS

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a. **AU:** Alternate Unit of Measure referenced in ATTACHMENT C: PRICING SUBMITTAL WORKBOOK
- b. **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- c. **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
- d. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- e. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- f. **CONTRACT LEAD:** Representative of the Division of Purchase and Contract who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- g. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- h. **EXTENDED PRICE:** The total price for bid for line item within the bid.
- i. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.
- j. **IFB:** Invitation for Bid
- k. **LSE:** Laboratory Supplies & Equipment.
- l. **NON-ROUTINE:** Products and equipment readily available in the market place.
- m. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- n. **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.
- o. **PUBLIC HEALTH EMERGENCY:** According to the National Disaster Medical System, a Public Health Emergency is defined as an emergency need for health care [medical] services to respond to a disaster, significant outbreak of an infectious disease, bioterrorist attack or other significant or catastrophic event, and deemed by the State under this Contract.
- p. **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- q. **ROUTINE:** Products and equipment readily available in the market place.
- r. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- s. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- t. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- u. **STATEWIDE AWARD:** Refers to the award of all North Carolina counties to a single Vendor. This scenario results in a single Vendor being awarded all counties.
- v. **STATEWIDE BID:** Pricing bid by a Vendor that is applicable if the State awards on a statewide basis (Statewide Award).
- w. **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
- x. **SU:** Standard Unit of Measure referenced in ATTACHMENT C: PRICING SUBMITTAL WORKBOOK
- y. **TOTAL EXTENDED PRICE:** The sum of all extended prices.
- z. **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

2.8 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those should be submitted as questions as outlined in the instructions of this IFB in Section 2.4 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer. **By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the Bid itself shall not be allowed and shall be disregarded or the Bid rejected. By executing and submitting its Bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request and may accept Vendor's Bid under the terms and conditions in this IFB.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be awarded and award(s) will be based on those discounts offered off the Vendor's published catalog prices resulting in the lowest total cumulative price bid, as calculated under the following methodology and based on the historical data referenced in **ATTACHMENT C: PRICING SUBMITTAL WORKBOOK**. Historical will determine award of contract and pricing is used for informational purposes only.

- a. The State is requesting the Vendor to enter its most advantageous percentage discount for its entire catalog or its most advantageous percentage discount for each category referenced in **ATTACHMENT C: PRICING SUBMITTAL WORKBOOK, SUPPLIES & EQUIPMENT WORKSHEET**. The Vendor must bid on all categories in this worksheet.
- b. The Vendor will enter its most advantageous additional percentage discount for the items referenced in **ATTACHMENT C: PRICING SUBMITTAL WORKBOOK, TOP 500 ITEMS WORKSHEET**. The State will multiply the catalog list price minus the Vendor Discount plus the additional percentage discount offered times the quantity of 100, to reach a total discounted price for each item. All 500 items will be added together to calculate the total extended cost. This cost will be used for evaluation purposes.

Pursuant to G.S. 143-52, all qualified bids will be evaluated and awards will be made to Vendors meeting the IFB requirements and achieve the highest and best final evaluation, as described below. While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's e-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration. The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB.

- a. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished in this bid may be used as a factor in determining the award of this contract.
- b. Bids will be received from each responsive Vendor in a sealed envelope or package.
- c. All Bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.
- d. At the date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
- e. The State shall review each bid received in response to this IFB to confirm it meets the specifications and requirements of the IFB.
- f. For all Bids that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor. Prices cannot be altered or modified as part of a clarification.
- g. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.
- h. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

The State reserves the right to reject all original bids, negotiate, and/or request one or more of the Vendors submitting bids to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other IFB lacked merit, but that, all factors considered, the selected IFB was deemed most advantageous and represented the best value to the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a. Total cost to the State
- b. Level of quality provided by the Vendor
- c. Process and performance capability across multiple jurisdictions
- d. Protection of the State's information and intellectual property
- e. Availability of pertinent skills
- f. Ability to understand the State's business requirements and internal operational culture
- g. Particular risk factors such as the security of the State's information technology
- h. Relations with citizens and employees
- i. Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bid should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have bid or failed to bid solutions that will satisfy the Department’s needs as described in the Invitation for Bid. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date the Contract is executed by the State (the "Effective Date"). At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for **up to a total of two (2) additional one-year terms**. The State will give the Vendor written notice of its intent whether to exercise each option no later than 90 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 CONTRACT VALUE & QUANTITIES

The total potential purchases under this Contract by mandatory and non-mandatory entities could exceed **\$20,000,000.00** during the initial three-year Contract term based on Fiscal Year 2016 sales. No maximum or minimum quantities are guaranteed. The State shall not be obligated to purchase in excess of its normal requirements.

4.3 PRICING

Bid price shall constitute the total cost to State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT C: PRICING FORM and include with Bid.

Vendors are reminded that pricing shall be provided for the requested item only, additional charges such as installation, maintenance and training shall be priced separately and quoted to the Agency prior to the services being provided. The items which include additional charges should be indicated on the Vendor's catalog to make the Buyer aware of its presence at the time of the order. In addition, when additional charges such as installation, maintenance, and training are appropriate to an item being ordered, the Buyer shall be informed and made aware of the additional charges at the time the order is placed.

4.4 MINIMUM ORDERS

The minimum order amount, which will qualify for prepaid FOB transportation, is \$50.00 for a single order. Buyers also shall be required to use this contract for orders less than the minimum order amount. However, in such cases the order may be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum order amount shall be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.

4.5 TRANSPORTATION AND IDENTIFICATION OF GOODS

The Vendor shall deliver **Free-On-Board (FOB) Destination** to any location within the State of North Carolina with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 DELIVERY

The Vendor shall ship routine orders of consumables **within two (2) business days from the placement of order or within two (2) business days after receipt of purchase order, whichever is sooner**. For an order to qualify for two (2) business days, the order must be placed during normal business hours before 1:00PM. For example, an order placed on Monday through Friday from 8:00 AM to 1:00 PM, will qualify for shipment within two (2) business days. An order placed on Monday through Friday after 1:00 PM will qualify for shipment within three (3) business days. Saturdays, Sundays and official State holidays shall not be considered as a business day. All shipments shall be delivered to the location specified by the Ordering Entity. The specified location may include but is not limited to a loading dock, a specific room (inside delivery when possible) or area within a building.

The Vendor shall deliver other equipment and non-routine order consumables **within seven (7) business days from the placement of order or within seven (7) business days after receipt of purchase order, whichever is sooner**. For an order to qualify for seven (7) business days, the order must be placed during normal business hours before 1:00PM. For example, an order placed on Monday through Friday from 8:00AM to 1:00PM, will qualify for delivery within seven (7) business days. An order placed on Monday through Friday after 1:00PM will qualify for delivery within eight (8) business days. Saturdays, Sundays and official State holidays shall not be considered as a business day. All deliveries shall be delivered to the location specified by the Ordering Entity. The specified location may include but is not limited to a loading dock, a specific room (inside delivery when possible) or area within a building.

- a. Vendor will be required to notify the Ordering Entity within 24 hours of order placement, if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty.
- b. Vendor shall provide packaging required by all State and Federal regulations for transporting and delivery of all specialty and hazardous materials. The State will be responsible for fees associated with specialty packaging or handling (e.g., dry ice, hazardous materials fees)
- c. If any items ordered that have special packaging or handling (e.g., dry ice, hazardous materials fees) these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges. If so identified in the ordering system, such charges may be included as a separate item on the invoice.
- d. Vendor shall assume all risk of damage/loss to products and goods prior to acceptance by the State.
- e. Vendor shall not refuse to ship or deliver any products to the State without giving prompt notice to the Ordering Entity and the Contract Manager at the Division of Purchase and Contract.

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The State expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT B, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

4.7 ON-TIME DELIVERY RATE

Consumables

The Vendor shall maintain an on-time shipment rate of at least 90% of orders being shipped within two (2) business days for routine consumables. On-time shipment is defined as shipping all ordered items to the receiving point designated by the Buyer within the shipping time required in Section 4.6 DELIVERY. The on-time shipping rate is calculated using the following formula:

Shipment Timing	Percent On-Time Shipment Rate
Two Business Days	90%

(Number of On-Time Order Shipments)/(Total Number of Orders) x 100% = On-Time Shipment Rate

Note: On-Time Shipment Rate will be rounded to the nearest whole percent.

NOTE: An order will not be considered shipped until all items in the order have been shipped to the State. This includes all shipments required to complete a given order. Therefore, the "Total Number of Orders" is equal to the total number of orders received, subtracting any orders that are cancelled by the State prior to shipment. If the Vendor makes multiple shipments to fill a single order, the shipment is not considered complete until all items have been shipped. Once all items have been shipped the order will be considered either "On-Time" or "Late". Vendor shall not cancel or require that the State cancel any partial order or item considered "back-ordered" due to shipment delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Shipment Rate without prior written authorization from the State.

Equipment and Non-Routine Order Consumables

The Vendor shall maintain an on-time delivery rate of at least 90% of orders being delivered within seven (7) business days for non-routine consumables and non-Core List items. On-time delivery is defined as delivering all ordered items to the receiving point designated by the Buyer within the delivery time required in Section 4.7 DELIVERY. The on-time delivery rate is calculated using the following formula:

Delivery Timing	Percent On-Time Delivery Rate
Seven Business Days	90%

(Number of On-Time Order Deliveries)/(Total Number of Orders) x 100% = On-Time Delivery Rate

Note: On-Time Delivery Rate will be rounded to the nearest whole percent.

NOTE: An order will not be considered delivered until all items in the order have been delivered to the State. This includes all items required to complete a given order. Therefore, the "Total Number of Orders" is equal to the total number of orders received, subtracting any orders that are cancelled by the State prior to delivery. If the Vendor makes multiple deliveries to fill a single order, the delivery is not considered complete until all items have been delivered. Once all items have been delivered the order will be considered either "On-Time" or "Late". Vendor shall not cancel or require that the State cancel any partial order or item considered "back-ordered" due to delivery delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Delivery Rate without prior written authorization from the State.

On-Time Shipment Rate of consumables and Delivery Rate of non-routine consumables will be calculated and reported to the State by the Vendor quarterly as part of the Quarterly Management Report. Vendors are required to submit the report and associated on-time shipment rate and Delivery Rate of non-routine consumables by the end of the month following the end of the quarter. If the contract start date does not align with the start of a quarter, on-time shipment and Delivery Rate of non-routine consumables will be calculated on all orders made from the contract start date to the end of the initial quarter. Each order will be accounted for in the quarter during which it was shipped or delivered or should have been shipped or delivered based on the requirements.

Repeated failure of the Vendor to meet the on-time shipment or delivery rate may be cause for default of the Contract at the State's option. The State may choose to terminate the Contract due to repeated failure or to provide Vendor with a "Cure Notice" describing the reason for the notice and the actions Vendor will need to take to cure.

4.8 EQUIPMENT INSTALLATION

All items called for in this IFB, if requested by the Agency, shall be furnished, off-loaded, delivered to the room site, completely installed (and/or setup), training (if required), and left ready for use. In addition, the Vendor shall instruct personnel in the use of equipment in complete compliance with all local codes, published standards and the requirements of this IFB. Any item not specifically requested, but necessary for a complete installation, shall be included. The Vendor shall assume complete responsibility for proper fit of the equipment.

- a. Vendor is cautioned that any excessive installation, repair, labor or travel charges submitted to the State, during the term of this contract may cause the Vendor to be held in default or to be removed from contract.
- b. The State reserves the right to obtain pricing on any used equipment and to use it as a trade-in to obtain additional discounts from the Vendor.
- c. Permits: The Vendor shall supply, at no cost to the State, all necessary permits and / or approvals for Federal, State or Local Government codes and requirements.
- d. Upon completion of the installation and setup, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready for use.

4.9 EQUIPMENT DEMONSTRATION

Vendor must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days following request at no additional cost to the State. If required, this will be a comprehensive demonstration at a site designated by the Division of Purchase and Contract, with hands-on participation by agency operator(s) if necessary.

4.10 VENDOR'S PUBLISHED CATALOG & LISTS

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog as a result of this effort is a Vendor's full line of products within the awarded scope that is consistent with what it offers on its punch-out catalog site. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. The Vendor's catalog must be submitted with its bid preferably in **electronic format on CD(s), flash drive(s), etc.**

Vendors must provide, for each item bid, descriptive literature, specifications, certifications, and/or any other pertinent data necessary for thorough evaluation of the item(s) bid preferably in **electronic format on CD(s), flash drive(s), etc. as referenced in ATTACHMENT C: PRICING SUBMITTAL WORKBOOK, TOP 500 ITEMS WORKSHEET.** Altered, or unpublished, price lists/literature may subject your bid to rejection. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB or other inquiry will not suffice for the above requirement. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed product:

- a. Detailed Manufacturer's Item Description
- b. Manufacturer
- c. Manufacturer Product #
- d. Price
- e. UOM
- f. Number of Items (bandages, syringes, vials, etc.) per UOM
- g. Internet link to the product if available
- h. The pricing submittal workbooks contain fields where this information should be provided.

4.11 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase and Contract of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.

4.12 RETURN/RESTOCKING POLICY

Vendor shall accept merchandise returns from users for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) business days on all returns of ordered products that are in original packaging and in re-sellable conditions.

Vendor shall not impose a restocking fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified, at the time of placement of order, of the potential restocking fee.

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Vendor or product performance, shall be returned at Vendor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge.

If the original packaging cannot be utilized for the return, the Vendor will supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage will be paid by Vendor by issuing an appropriate label to the Ordering Entity via e-mail; and Vendor will assume the risk of loss in transit.

The returned product shall either be replaced with acceptable equipment or supplies; or the Ordering Entity shall receive a credit or refund, at the discretion of the Ordering Entity, for the purchase price.

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within 15 days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

Vendor shall not impose a restocking fee on the State for merchandise that has been returned, unless it is a specialty item and the State has been notified in writing, at the time of order placement, of the potential restocking fee. If any item is returned due to damage, incorrect product shipped, Vendor order entry error, or any other cause reasonably assumed to be the fault of the Vendor, the Vendor shall not impose a restocking fee.

4.13 WARRANTY

Supplies

For every item sold to the State by the Vendor, the manufacturer's standard warranty shall apply. In addition, the Vendor shall guarantee:

- a. Items offered to be free from any and all defects in material, packaging, and workmanship.
- b. Replacement of defective items promptly at no charge to the Buyer
- c. The item shall do what the Vendor said it would do
- d. The item shall live up to all specific claims that the manufacturer makes in their advertisements
- e. The item shall be suitable for the ordinary purposes for which such item is used
- f. The item shall be suitable for any special purposes that the Buyer has relied on the Vendor's skill or judgment to consider when it advised the Buyer about the product
- g. The item has been properly designed and manufactured

Equipment

The Equipment Warranty applies in addition to GENERAL WARRANTY as listed above.

The Vendor shall further warrant and represent that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for any warranty period provided by the manufacturer.

Defects in the materials or workmanship of components or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by the Vendor at no cost or expense to the Ordering Entity. Vendor shall extend the warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Vendors, its agents, officers, subcontractors, distributors, resellers or employees ("extended warranty").

The warranty shall not begin until the completion of a Quality Acceptance Inspection.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods including, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☐ Yes ☐ No

Will the Vendor provide warranty service? ☐ Yes ☐ No, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.14 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or third party service provider listed above, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and of this Invitation for Bid. It shall include all parts, all remedial maintenance labor, all travel and living expenses incurred. Coverage shall be for 8:00 AM to 5:00 PM, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have an option to accept the maintenance coverage in this paragraph at the price offered in the Delivery and Installation section of this IFB.

4.15 REFERENCES

Describe and provide references for three current or past clients within the last five (5) years which are similar in size and complexity to the State of North Carolina. Please include the following information for each of the three clients:

- a. Name of Client
- b. Duration of client contract/relationship
- c. Name of Client Contact
- d. Telephone of Client Contact
- e. Email Address of Client Contact
- f. Description of services and products provided
- g. Any lessons learned from client experience

The State reserves the right to contact any provided references and/or contact any known public sector clients of the Vendor.

4.16 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

5.0 PRODUCT SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

Laboratory Supplies and Equipment shall be divided by following categories. Laboratory Supplies and Equipment shall perform satisfactorily for the use designated herein and shall at least meet the criteria listed and shall be generally recognized within the LSE industry as commercially acceptable products. The State reserves the right to determine this recognition and the acceptability of the products that are proposed to be furnished under this contract.

a. Animal Research

Drosophila Products and Supplies

b. Autoclaving, Sterilization and Lab Washers

Autoclave Bags, Floor Model Sterilizers and Autoclaves, Glassware Washers and Dryers, Microplate Washer Accessories, Microplate Washers, Sterilization Verification Indicators, Sterilization Wrapping Material, Sterilizer and Autoclave Baskets, Sterilizer and Autoclave Printers, Shelves and Accessories, Sterilizer and Autoclave Stands, Sterilizers and Autoclaves, Ultrasonic Cleaners

c. Balances, Scales and Weighing

Balance Accessories, Calibration Weights, Laboratory Balances, Microbalances, Scales, Weighing Papers and Dishes

d. Beakers, Bottles, Cylinders and Glassware

Ampules, Beakers, Bottles, Jars and Jugs, Burettes, Carboys, Crucibles, Cuvets and Cells, Cylinders, Funnels and Filtration, Glass Beads, Stopcocks and Specialty Glass Labware, Glass Microscope Slides and Coverslips, Glass Reservoirs and Reservoir Liners, Multilayer Large Scale Cell Culture Systems, Pots, Spigots, Tanks

e. Carboys, Jars, and Liquid Storage

Bottles, Jars and Jugs, Bottletop Diluters and Dispensers, Carboys, Pots, Reservoirs and Liners, Spigots, Tanks

f. Cell Culture

Antibiotics, Buffers and Supplements, Biosafety Cabinets, Cell Culture Dishes, Plates and Flasks, Cell Culture Media, Cell Dividers, Inserts, Scrapers and Utensils, Cell Isolation, Cell Lines, Cryogenic Storage, Fetal Calf and Other Sera, Microscopes and Cellular Imaging, Serological Pipets

g. Centrifuges and Microcentrifuges

Benchtop Centrifuges, Centrifugal Evaporators, Centrifugal Filter Devices, Centrifuge Accessories, Centrifuge Adapters, Centrifuge Buckets, Centrifuge Rotors, Centrifuge Tubes and Bottles, Floor Model Centrifuges, Microcentrifuges

h. Chemicals

Acids and Bases, Analytical and Chromatography, Biochemicals and Diagnostics, Buffers and Solutions, Heterocyclic Building Blocks, Organic Building Blocks, Organometallics, Other Inorganic Compounds, Other Organics A-Z, Salts and Inorganics, Solvents, Standards, Water

i. Chromatography

Autosampler Vial Crimpers and Decappers, Autosampler Vials, Caps, and Closures, Chromatography Columns and Cartridges, Chromatography Instruments, Chromatography Spare Parts, Chromatography Syringes, Chromatography Water, Chromatography and Mass Spectrometry Reagents, Gases and Gas Accessories, Packings for Chromatography Columns, Paper Chromatography Products, Solid Phase Extraction Products, TLC Products

j. Clamps, Stands and Supports

Clamps, Glass Joint Adapters, Glass Joint Sleeves, Glass Joint Tape, Glass Tubing Accessories, Stands, Supports for Flasks, Cylinders and Apparatus

k. Desiccation and Evaporation

Desiccants and Drying Agents, Desiccators, Drying Chambers and Towers, Evaporators, Freeze Dryers, Glass Drying Tubes

l. Diagnostic Tests and Clinical Products

Analyzers and Instruments, Chemicals, Clinical Chemistry Analyzers, Diagnostic Tests and Controls, Healthcare Exam Furniture, Hematology and Coagulation Testing, Histology, Cytology, and Anatomical Pathology, Microbiology

m. Dishes, Plates and Flasks

Cell Culture Dishes, Plates and Flasks, Dishes, Flasks, Microplates

n. Education

Apparatus, Chemicals for Education, Consumables and Supplies for Education, Electrical Equipment and Supplies, Electrophoresis for Education, Equipment and Instruments for Education, Laboratory Furniture for Education, Models and Model Making, Physics Apparatus, Preserved Specimens

o. Electrophoresis, Western Blotting and ELISA

ELISA Reagents, Plates and Accessories, Electrophoresis, Western Blotting Reagents, Membranes, Supplies

p. Filtration

Bottle Tops and Filter Units, Extraction Thimbles, Filter Holders and Hardware, Filter Paper, Filtering Flasks and Microplates, Filtering Funnels, Filtering Pipette Tips, Glass Fiber Filters and Prefilters, Membranes for Filtration, Stirred Cells, Syringe and Syringeless Filters

q. First Responder Products

First Responder Equipment and Supplies, Personal Protective Equipment

r. Food and Water Testing and Filtration

Air and Gas Monitoring, Distillation Equipment, Food and Beverage Testing, Soil Testing and Analysis, Turbidity Meters, Water Purification, Water and Wastewater Testing

s. Fume Hoods and Safety Cabinets

Acids and Corrosives Safety Storage Cabinets, Biological Safety Cabinets, Clean Benches, Combination Hazards Safety Storage Cabinets, Controlled Environment Modular Cleanroom, Fume Hoods and Accessories, Gas Cylinder Storage Cabinets, Lockers and Equipment Storage Cabinets, Safety Drum Storage Cabinets, Safety Flammable Materials Storage Cabinets, Safety Pesticides Storage Cabinets, Safety Poisons and Narcotics Storage Cabinets, Safety Storage Cabinet Accessories

t. Furniture, Storage, Casework, Carts and Hoods

Carts, Chairs and Stools, Classroom Storage Cases, Desks and Workstations, Enclosures, Healthcare Exam Furniture, Hoods and Accessories, Lockers and Equipment Storage Cabinets, Racks, Safety Cabinets, Seismic Bracing Devices and Accessories, Shelving, Sinks, Storage Cabinets and Accessories, Supply Dispensers, Tables and Accessories, Vibration Damping Work Surfaces

u. Gloves, Glasses and Safety

Bags, Chemical Monitoring Instrumentation, Cleaning Supplies, Combustion Testing Instrumentation, Confined Space Ventilation, Controlled Environments and Cleanroom, Ear Plugs and Hearing Protection, Ergonomics, Eyewashes and Showers, Facility Maintenance and Safety, Fall Protection, First Aid and Medical, Glasses, Goggles and Face Masks, Gloves, Hats and Helmets, Hazardous Materials Storage and Disposal, Lab Coats, Aprons and Apparel, Noise Monitoring Instrumentation, Personal Protective Equipment, Radiation Monitoring Instrumentation, Respiratory Protection, Sharps Containers, Spill Control and Containment, Traffic Safety, Wipes and Absorbent Pads

v. Healthcare

Blood Bank, Centrifuges and Microcentrifuges, Clinical Analyzers and Instruments, Hematology, Phlebotomy, Specimen Collection and Handling, Thermometers, Timers and pH, Urology

w. Histology and Cytology

Automated Coverslippers and Accessories, Cryostats and Accessories, Embedding, Forceps Warmers, Histology Reagents, Microtomes and Accessories, Phosphate Buffered Saline, Slide Labelers, Slide Mounting Media, Slide Stainers and Accessories, Slide Warmers, Stains Dyes and Indicators, Tissue Clearing Agents, Tissue Decalcifiers, Tissue Dehydrants, Tissue Fixatives, Tissue Pretreatment Reagents, Tissue Processor Reagents, Tissue Processors and Accessories, Tissue Stain Blocking Reagents

x. Incubators, Hot Plates, Baths and Heating

Baths, Burners and Lighters, Furnaces, Heaters and Heating Mantles, Hotplates and Hotplate Stirrers, Incubators, Ovens

y. Instrument Lamps, Lighting and Electrical

Controllers, Electrical Equipment and Supplies, Lamps and Lighting

z. Laboratory Automation Products

Automated Agar and Media Plate Filler, Automated Agar and Media Plate Filler Accessories, Automated Laboratory Systems, Laboratory Automation Software and Accessories, Pipetting Workstation Accessories, Pipetting Workstations, Life Sciences

aa. Antibodies

Biochemicals and Reagents, Biological Buffers, Cell Analysis, Cell Culture, Cellular Imaging Instrumentation, Custom Services and Products, Enzymes and Inhibitors, Life Science Equipment and Instruments, Microbiology, Molecular Biology Reagents and Kits, Nucleic Acid Purification, PCR and qPCR, Protein Biology, RNAi and RNA Reagents

bb. Microbiology Equipment

Environmental Systems for Microbiology, Microarray Scanners, Microbial Air Sampler, Microinjectors for Molecular Biology

cc. Microscopes, Slides and Coverslips

Coverslips, Microscope Lamps and Accessories, Microscope Slides, Microscopes

dd. Mixers, Shakers and Stirrers

Mixers, Shakers, Rockers, and Rotators, Stirrers and Stir Bars, Vortexers

ee. PCR and qPCR

Oligonucleotides, PCR Plates, PCR Reagents and Kits, PCR Tubes, Thermal Cyclers

ff. Pipets, Pipettes and Pipette Tips

Dispensers, Pipet Cleaning Equipment, Pipet Tips and Racks, Pipets, Pipettes

gg. Production

Cell Culture and Analysis, Chemicals and Solvents, Controlled Environments, Production Equipment and Apparatus, Production Essentials, Production Glass, Production Plastics

hh. Racks, Boxes, Labeling and Tape

Boxes, Mailing and Shipping Products, Racks, Tapes and Labels

ii. Recorders and Dataloggers

Dataloggers, Recorders and Integrators

jj. Laboratory Refrigerators, Freezers and Cryogenics

Boxes and Containers for Refrigerators and Freezers, Combination Refrigerator Freezers, Freezers, Liquid Nitrogen and Cryopreservation Storage, Refrigerators

kk. Sonicators, Homogenizers and Blenders

Blenders, Homogenizers and Immersion Blenders, Mortars and Pestles, Sonicators, Tissue Grinders

II. Spatulas, Forceps and Utensils

Cell Lifters, Scrapers, and Spreaders, Cell Strainers, Clamps and Supports, Cloning Rings and Cylinders, Cork Borers, Dissection Equipment, Inoculating Loops and Needles, Knives and Scalpels, Mortars and Pestles, Safety Pins, Samplers, Scissors, Sieves, Spatulas, Stir Bars and Rods, Syringes and Needles, Tongs, Tweezers and Forceps

mm. Spectrophotometers, Refractometers and Benchtop Instruments

Anemometers and Flowmeters, Barometers, Calorimeters, Coagulation Analyzers, Colorimeters, Counting Devices, Digestors, Distillation Equipment, Electrolysis, Electrophoresis Equipment, Electroporators, Evaporators, Extraction Systems, Fermentors and Bioreactors, Flash Point Testers, Fluorometers, Freeze Dryers, Hardness Testers, Ice Makers, Luminometers, Melting Point Apparatus, Microplate Instrumentation, Moisture Meters, Noise Meters, Osmometers, Particle Analysis, Penetrometers, Photodocumentation Systems, Photometers and Light Meters, Polarimeters, Pouch and Bag Sealers, Presses, Pressure Calibrators, Pycnometers, Refractometers, Solvent Recovery and Recycling, Specific Gravity Meters, Spectroscopy, Tachometers and Stroboscopes, Tensiometers, Thermal Cyclers, Transilluminators, Turbidity Meters, UV Crosslinkers, Viscometers

nn. Syringes and Needles

Needles, Sharps Containers, Syringe Filters, Syringes and Syringes with Needles

oo. Test Tubes, Vials, Caps and Closures

Tube and Vial Racks and Storage, Tubes, Vials

pp. Thermometers, pH Meters, Timers and Clocks

Barometers, Hygrometers, Moisture Meters, Psychrometers, Temperature Indicator Tapes, Thermometers, Timers, Clocks, and Stopwatches, Titrators, pH and Electrochemistry

qq. Tubing and Pumps

Pumps, Tubing

rr. Wipes, Towels and Cleaning

Cleaners and Disinfectants, Handcare, Soaps, and Sanitizers, Wipes and Absorbent Pads

5.2 SUITABILITY FOR INTENDED USE

Vendors are requested to offer only comparable equipment which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and thought to be in the State's best interest.

5.3 DEVIATIONS

The nature of all deviations from the Specifications/Requirements listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications/Requirements, and the successful Vendor shall be held responsible to supply conforming goods. Deviations must be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable.

5.4 SAMPLES

Samples are not required prior to bid opening date; however, if required later, Vendor agrees to furnish samples of items offered at no expense to the State within ten (10) consecutive calendar days after request is made by the State. Vendors who do not comply with this requirement are subject to having their bids rejected without further consideration.

5.5 LAWS AND REGULATIONS

Any and all products and or services bid and furnished shall comply fully with all state and federal laws and regulations.

5.6 QUALITY ACCEPTANCE INSPECTION

Upon delivery of the commodity and/or completion of the project (whichever is applicable) the Vendor must request a Quality Acceptance Inspection, if applicable. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305; Fax # (919) 807-4511; or e-mail to P&C.inspections@doa.nc.gov. The information that must be provided is a copy of the **Purchase Order** and a copy of the **bid or quote**. Additional information concerning [Quality Acceptance Inspections](#) can be accessed by clicking the link to the left.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL A QA INSPECTION OCCURRED AND THE ITEM ACCEPTED.

5.7 SERVICE UPON DELIVERY

Units shall be complete, serviced and ready for operation when delivered.

5.8 INSTRUCTION MANUALS

Vendor shall furnish to the Buyer a hard copy or electronic copy of the complete set of instruction manuals for the products supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. If available, Vendor shall supply such information electronically with the order, or shall direct the Buyer to where the information can be found on the Internet.

5.9 TRAINING

If required by the Using Agency and once delivery of equipment is complete, the Vendor shall provide qualified representative(s) to instruct owners' operators in the proper operation, safety issues, routine maintenance, troubleshooting and service based on the complexity of the equipment. Training shall be coordinated with the using agency.

5.10 PRODUCT SAFETY LISTING

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. A list of acceptable marks is available on the Division of Purchase and Contract website at: <https://ncadmin.nc.gov/government-agencies/procurement/vendor-resources/quality-acceptance-inspections>. The CE label is not acceptable. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this IFB are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.11 AUTHORIZED RESELLER/DEALER/DISTRIBUTOR

The Vendor shall be authorized by the manufacturer to resell the products and/or maintenance offered in this IFB. The Vendor should provide a signed statement from the manufacturer confirming authorization with their bid response. Failure to provide the statement shall constitute sufficient grounds for rejection of Vendor's offer, in the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ YES ☐ NO

Attached Manufacturer's Authority: ☐ YES ☐ NO

If the Vendor is the sole authorized distributor/dealer in North Carolina for this(these) product(s), then the Vendor must submit with its bid a written statement from the manufacturer and on the manufacturer's letterhead that your company is the sole authorized distributor/dealer in North Carolina for this(these) product(s) for the State of North Carolina's users and that no other dealer/distributor are allowed to quote this(these) product(s) to the State of North Carolina's government users.

For Radiology equipment, the Vendor shall submit proof of equipment registration with the Radiology Compliance Branch, Radiation Protection Section that authorizes the Vendor to sell and service the equipment being bid within the State of North Carolina. The agency's address is provided below:

NC Department of Health & Human Services, Radiology Compliance Branch, Radiation Protection Section
1645 Mail Service Center
Raleigh, North Carolina 27699-1645
Phone: (919) 814-2250

5.12 SAFETY STANDARDS

All items must comply with the current applicable occupational safety and health standards of the State of North Carolina and the National Fire Protection Standards as well as all commodity related industry standards. While the State may check with the respective organization, and the burden of proof is upon the Vendor.

5.13 SUSTAINIBILITY

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☐ Yes ☐ No

If yes, what is the post-consumer recycled content? _____% What is the total recycled content? _____%

Other sustainable properties:

6.0 CONTRACT ADMINISTRATION

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State an account manager(s). The account manager shall be the State's point of contact for contract related issues and other matters which need to be escalated above customer service representatives. The account manager shall be available 8:00 AM to 6:00 PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact. Describe the role that the account manager will play in the management of the contract. What interaction will this person have with the customer service team? Describe how the Account Manager will be involved in invoice discrepancy and how he or she will be able to resolve these issues?

The Vendor shall establish unique customer identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require multiple customer identification numbers. Describe project start-up or the ramp up process that would be necessary if your company was awarded the contract.

The Vendor shall provide 24/7 support to the State following the declaration of a Public Health Emergency. In the event of a Public Health Emergency, it will be necessary for the State to have 24/7 access to products. Describe your availability and how the process would work once a Public Health Emergency is declared including but not limited to Contact Names, Numbers, and information on how the State should work with the individuals identified.

6.2 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS

Vendors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Vendor or their agent. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the end user. While on end user premises, the Vendor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Vendor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

6.3 PACKING SLIPS

The Vendor shall attach a detailed packing slip to each delivery to reference each delivery container or carton. The standard format for Packing Slips shall be Single Packing Slips meaning the Vendor will provide the Buyer with a Packing Slip for each order. Packing Slips must include detailed line item information to allow Buyer to verify that pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all Packing Slips to Buyer:

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure

6.4 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Cylinder Size, Price, Quantity, Unit of Measure, and Additional Delivery Charges (as a separate line item).

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by Order Dates

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

6.5 ORDER CHANNEL AND PAYMENT METHOD

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that orders may also utilize at times a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive contract pricing when purchasing contract items from the Vendor.

In order to be considered for award, the Vendor must accept Procurement/Purchasing Cards, if it accepts credit cards as a payment method from other customers.

6.6 TAXES

No taxes shall be included in any bid prices.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. If the Vendor is accepting orders and/or delivering through other parties, then it is the responsibility of the Vendor to apprise such parties of all such contract addenda.

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm for the **first year** of the contract.

Over the life of the Contract, these adjustments will be permitted on an annual basis at the Contract start date anniversary. Should the vendor desire a price increase at the change of the Manufacturer's Suggested Retail Price, the price increase requests shall be submitted in writing to the Contract Lead, prior to the change in Manufacturer's Suggested Retail Price. The request shall include the reason(s) for the request and contain supporting documentation of the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

6.9 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post award product substitutions are not permitted without prior written approval from the Contract Administrator. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The products included in this IFB are expected to cover the State's LSE needs for the term of the contract. In the event that the State's LSE needs change over the term of the contract, the State reserves the right to add or remove products that can be supplied by the awarded Vendor. The price for added items will be mutually agreed to by the State and the Vendor, but are assumed to be offered at a discount similar to what is being offered on the products listed in the IFB.

In the event that Vendors offer new items in its catalog, or discontinue items, Vendors shall update its catalog accordingly and pricing for added items shall be in accordance with the discounts off List. In addition, the State reserves the right to request an item be added to a Vendor's catalog. If the requested item is added to a Vendor's catalog, the pricing for added items shall be in accordance with the discounts off List offered.

The State may remove products from this contract at its discretion in accordance with the General Terms and Conditions (Attachment B: NORTH CAROLINA GENERAL CONTRACT TERMS and CONDITIONS).

6.10 SALES PROMOTIONS

Vendor may conduct sales promotions involving price reductions for a term shorter than the contract term. A Vendor shall submit to the Contract Manager documentation related to the sales promotion which contains the following: (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to current contract prices. Promotional prices shall be available to all users. Upon approval of the sales promotions by the Contract Manager, the Vendor may offer the sales promotion to the State.

6.11 PERIODIC MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically with the State for Management Review meetings. The purpose of these meetings will be to review the quarterly management reports, discuss Vendor performance, address issues, review sales data, review continuous improvement ideas, and discuss any other pertinent topics. These meetings will occur at a time and place approved by the State.

6.12 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the Periodic Management Review Meetings.

6.13 PUNCHOUT CATALOG SOLUTIONS

The awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to deliver a punch-out catalog solution. The Vendor agrees to the following:

- a. Vendor shall deliver a punch-out catalog which must be approved and available for use within thirty (30) calendar days of notice of award. Vendor shall limit the punch-out catalog content to the Vendor's statewide contract offering. By providing a punch-out catalog, Vendor shall provide its own catalog (the "online catalog"), which must be capable of communication between the E-Procurement System and a supplier's ERP system via Commerce Extensible Markup Language (cXML) 1.0 or 1.1 standards.
- b. Vendor shall ensure its online catalog marketplace is up-to-date or as requested by the State; updating the offered products/services and pricing listed on its online catalog.
- c. Vendor shall deliver a punch-out catalog that contains only items that are in the scope of the awarded contract. The Vendor shall have the capability to block from the punch-out catalog those items as designated by the State or Supplier Manager. "Blocking" is defined as the electronic removal of product information and

prices from the punch-out catalog solution. For each item included, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, and contract price.

d. The Vendor shall meet the following requirements:

1. Vendor shall include in the catalog the most current pricing, inclusive of all applicable administrative fees and or discounts, as well as the most up-to-date product offering the Vendor is authorized to provide in accordance with the contract; and
2. Vendor shall maintain the accuracy of the catalog throughout the duration of the contract; and
3. Vendor shall include in the catalog detailed product line item descriptions; and Vendor shall include in the catalog pictures when possible; and
4. Vendor shall include in the catalog any additional content required by the State or Supplier Manager; and
5. Vendor shall make access to the punch-out catalog available 24 hours a day, 7 days a week.

e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

Only those products awarded under this contract, as determined by the State, shall be made available for purchase from the punch-out catalog. Products not awarded under this contract shall be blocked from the punch-out catalog or may not be displayed on the site. In addition, the punch-out catalog shall not allow a user to add non-contract items to a shopping cart or to the E-Procurement System.

Vendor Questions

- a. Describe the functionality of your punch-out catalog. What are the various search criteria that a user can leverage to find an item (i.e., item number, manufacturer name, key words)? Provide screen shots of the purchasing process with your punch-out.
- b. Are you able to create a State of NC specific punch-out?
- c. A major objective of the State is to encourage Buyers to purchase items from the Core List. Please describe your proposed approach for highlighting Core List items to Buyers if bidding on Lot 1 and Lot 2. In particular, describe how these items will be highlighted in the punch-out catalog (screenshot examples are preferred).
- d. Describe the process to update (i.e., prices and items) your punch-out catalog. How often do these updates occur?
- e. Do you have the ability to show estimated delivery times and also show availability of stock quantities of items on your punch-out?
- f. During the offering of promotions or rebates, how will you highlight the items which are included in this rebate or promotion offer?
- g. Describe how you would monitor pricing on your punch-out site to ensure that it matches the State's Contract pricing?

6.14 QUARTERLY REPORTS

The Vendor shall provide Quarterly Management Reports to the designated Contract Manager. This report shall include, at a minimum, information on: items purchased, manufacturer product description, purchased quantities, List Price, price paid, manufacturer name, unit of measure, any additional delivery charges such as specialty packaging or overnight delivery, ordering entity, delivery location, order date, and shipment date for consumables and delivery date for non-routine consumables and submitted to the following e-mail address (PCReports@doa.nc.gov) and copy the Contract Specialist.

The reports should be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Word. The Vendor shall submit the Quarterly Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- **By October 15th:** Q1 Quarterly Management Report for July – September
- **By January 15th:** Q2 Quarterly Management Report for October – December
- **By April 15th:** Q3 Quarterly Management Report for January – March
- **By July 15th:** Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the Contract start date does not align with the start of a quarter the initial Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter. Additional related sales information and/or details on user purchases may be required by the State and must be supplied within 30 days upon request. A template for such report may be provided by the State at its discretion.

Attachments to this IFB begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation *or in any contract resulting here from*, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall be subject to rejection.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to G.S. 143-48 and Executive Order #150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

11. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
13. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least \$25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (01 NCAC 05B .1519).
14. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
15. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
16. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <https://www.ips.state.nc.us/>.
18. **WITHDRAWAL OF BID:** A Bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

19. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

10. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

12. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

13. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

14. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

15. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

16. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

17. GENERAL INDEMNITY: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

18. ELECTRONIC PROCUREMENT:

(a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

(c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the

transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

(d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, Bids received, evaluation of Bids received, award of contract, and the payment for goods delivered.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

19. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
20. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's Bid are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by a written amendment duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **WAIVER:** The failure to enforce or the waiver by the State of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
22. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
23. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.

ATTACHMENT C: PRICING SUBMITTAL WORKBOOK

Vendor shall reference **ATTACHMENT C: PRICING SUBMITTAL WORKBOOK** for Laboratory Supplies & Equipment required by the State. All bid prices must be submitted using the following Excel Spreadsheet.

Throughout the term of the contract the percent discount cannot be less than originally bid but can be higher.

Vendor must notify the contract administrator for approval before changing the percentage discount. For example, the original bid discount of **25%** may increase to **27%** but cannot drop below the original **25%** bid.

Click on the following link to access: [**ATTACHMENT C: PRICING SUBMITTAL WORKBOOK**](#)

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with G.S. 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States ☐ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Vendor shall identify all U.S. locations at which performance will occur:

This Space is Intentionally Left Blank

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____. (If no audit within past 18 months, explain reason below).

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT F: IRAN DIVESTMENT ACT CERTIFICATION**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each Vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____	_____
Signature	Date
_____	_____
Printed Name	Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

ATTACHMENT G: SUPPLIER INFORMATION

Vendor is requested to complete and return the following forms:

- NC Supplier Contact Form (Worksheet 1)
- Service and Distribution Form (Worksheet 2)
- Ordering Information Form (Worksheet 3)

Click on the following link to access this Excel Spreadsheet, [**ATTACHMENT G: SUPPLIER INFORMATION**](#)

ATTACHMENT H: SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS AND CONDITIONS

1. **Standards:** Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:
 - by State or Federal Regulation,
 - by the Chief Information Officer's (CIO) policy or regulation, or
 - acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
 - a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
 - b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including de-installation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.
 - c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.
2. **Warranties:** Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.
3. **Subcontracting:** The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

- 4. Vendor's Representation:** Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- a) Intellectual Property. Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Inherent Services. If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables
 - c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction
 - d) Warranty as to Equipment; Hardware. Vendor warrants that the equipment and hardware that it provides pursuant to this Contract shall be free from defects in materials, in good working order and be maintained in good working order.
- 5. Software License (for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto):** Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

6. Maintenance/Support Services: *Unless otherwise provided in the State's solicitation document, or in an attachment hereto*, for the first year and all subsequent Contract years, Vendor agrees to provide the following services for the current version and one previous version of any Software provided with the Deliverables, commencing upon installation of the Deliverables or delivery of the Software:

- a) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.
- b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- c) Updates. Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of this Contract.
- d) Telephone Assistance. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Standard Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

7. Patent, Copyright, and Trade Secret Protection:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the

Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.

- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

- 8. Date and Time Warranty:** The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.